

4-2033 07-02

A G R E E M E N T

between

Bloomfield Board of Education

and

Bloomfield Educational Secretaries Association, Inc.

X July 1, 1977 to June 30, 1978

	<u>Page</u>
1. Preamble	1
2. Recognition	2
3. Negotiation Procedure	2-3
4. Grievance Procedure	3-7
5. Board of Education's Legal Prerogatives	7
6. Terms and Conditons of Employment	8
7. Office Holidays	9
8. Classification Assignments	10
9. Salary Guides	11
10. Rules Governing Employees Absences	12-14
11. Maternity Leave Policy	15
12. Health-Care Insurance Programs	15-16
13. Deduction from Salary	16
14. Substitute Calling	16
15. Job Posting	17
16. Miscellaneous	17

1-PREAMBLE

This Agreement of seventeen (17) pages entered into this _____ day of _____, 1978 by and between the Board of Education of the Town of Bloomfield, New Jersey, hereinafter called the "Board" and the Bloomfield Educational Secretaries Association, Inc., hereinafter called the "Association" is for the school fiscal year beginning July 1, 1977 and ending June 30, 1978 and is in accordance with Chapter 303, Laws of 1968, as amended by Chapter 123, P.L. 1974.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this instrument to be duly executed by their proper officers and their seal affixed, the day and year first above written.

President _____
Bloomfield Board of Education

President _____
Bloomfield Educational Secretaries
Association, Inc.

Attest:

Secretary _____
Bloomfield Board of Education

Secretary _____
Bloomfield Educational Secretaries
Association, Inc.

2-RECOGNITION

- WHEREAS, the Bloomfield Educational Secretaries Association, Inc. represents the majority of the office employees of the Bloomfield Board of Education whose salaries are determined in accordance with the office personnel salary guide, and
- WHEREAS, Chapter 303 of the Laws of 1968, as amended by Chapter 123, P.L. 1974, provides that an association which enrolls the majority of public employees in specific category of employment is the legal negotiating unit for such employees, now, therefore, be it
- RESOLVED, that the Bloomfield Board of Education recognizes the Bloomfield Educational Secretaries Association, Inc. as the official negotiating unit for those persons on the office personnel salary guide who are under contract to the Bloomfield Board of Education for the school year 1977-1978.

3-NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 303, Public Laws of 1968 as amended by Chapter 123, P.L. 1974, in a good faith effort to reach an agreement on matters concerned with the terms and conditions of office employees employment and grievance procedures. Such negotiations shall begin not later than November 1 of the calendar year preceding the school fiscal year in which this Agreement shall be in effect. Any agreement so negotiated shall apply to all office personnel, be reduced to writing and be signed by the Board and the Association.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection, records deemed to be pertinent to the conditions of employment except those defined as classified and confidential by the State Department of Education. Not later than January 15 of each year, the Board shall provide the Association with a tentative line budget figure for the next school fiscal year.

3-NEGOTIATION PROCEDURE (cont'd)

- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be authorized to make proposals, consider proposals, and make counterproposals in the course of negotiations; however, final authority to approve proposals shall rest with the Board of Education and the Bloomfield Educational Secretaries Association, Inc. according to the Constitution and By-Laws of the Association.
- D. If the Board and the Association are unable to agree, then either party may request of the other that the matter shall be submitted to advisory mediation. Such requests shall be in writing, and the acquiescence therein shall also be in writing. If either party refuses such request, the matter will be referred to the New Jersey Public Employment Relations Commission.

The Board and the Association each shall select an advisor and notify the other of the advisor selected within ten (10) work days after the request for advisory mediation. A third member, who shall be chairman, shall be named by the first two within ten (10) work days.

This advisory board shall report recommendations for settlement within ten (10) work days. The recommendations shall be submitted to both parties and shall be made public.

Each advisor shall be paid by the party selecting him, and the expense of the chairman shall be shared equally by the Board and the Association.

- E. In the event an agreement cannot be reached, the matter shall be referred to the New Jersey Public Employment Relations Commission for fact finding and/or advisory mediation.

4-GRIEVANCE PROCEDURE

Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this Agreement.
2. An "aggrieved person" is the person or persons making the claim or the Association making the claim.

4-GRIEVANCE PROCEDURE (cont'd)

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

Procedure

Each employee has a right to be heard by his supervisor, principal, assistant superintendents, superintendent, and Board of Education, on conditions concerning his employment. It is understood that he will proceed through the levels outlined in this procedure. Grievances shall be submitted on a form available in the office of the principal.

All employees, including grievant or grievants, shall continue under the direction of the superintendent and other administrators, regardless of the pendency of the grievance until such grievance is officially resolved. The continuance of duty will not constitute an agreement as to the disposition of the grievance.

It is the intent of both parties in interest to process all grievances as expeditiously as possible.

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

4-GRIEVANCE PROCEDURE (cont'd)

Concerning all levels, both parties shall adhere to the following schedules for submitting and processing grievances except under unusual and extenuating circumstances.

Rights to Employees to Representation

Any party in interest may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

Level 1

Any aggrieved person must present his grievance to his principal/supervisor within thirty (30) work days of the occurrence. After discussion of the grievance, the principal/supervisor must reach a decision within six (6) work days of the date in which the grievance was presented.

Level 2

If no resolution has been reached after the six (6) work day period, the aggrieved person may present his grievance to the Association within ten (10) work days. This presentation must be made in writing. This presentation will be made for the purposes of studying the merit of the grievance and/or to see if the grievance can be resolved through the grievance committee. The grievance committee reserves the right to consult with the aggrieved person's principal/supervisor in order to facilitate resolution of said grievance. A decision must be reached at this level within six (6) work days.

Level 3

If no resolution has been reached at level 2, the grievance may be submitted in writing to the superintendent of schools within ten (10) work days. The superintendent must rule on the grievance within fifteen (15) work days in writing.

Level 4

If no resolution has been reached at Level 3, the grievance may be submitted in writing to the Board within ten (10) work days. The Board must rule on the grievance within fifteen (15) work days. The Board shall respond in writing within this period to the individual or group presenting the grievance and shall inform the Association of its action.

4-GRIEVANCE PROCEDURE (cont'd)

Level 5

If Level 4 does not result in resolution, the aggrieved person may request in writing within ten (10) work days that the Association, through the proper officers and/or committees, submit the grievance to advisory mediation. If the Association feels that the grievance is meritorious, it may submit the grievance to mediation within ten (10) work days after receipt of this request by the aggrieved person.

The Board and the Association will each name one advisor within ten (10) work days. A third member, who shall be chairman, shall be named by the first two within fifteen (15) work days. If the parties are unable to agree on the third member, he shall be selected in accordance with the rules and regulations of the American Arbitration Association.

This advisory board shall report recommendations for settlement within ten (10) work days. The recommendations shall be submitted to both parties.

Each advisor shall be paid by the party selecting him, and the expense of the chairman shall be shared equally by the Board and the Association.

Miscellaneous

1. If, in the judgment of the Association Grievance Committee, a grievance affects a group or class of employees, the Grievance Committee may submit such grievance in writing to the superintendent directly, and the processing of such grievance shall be commenced at Level 2.
2. Decisions rendered at Level 1 which are unsatisfactory to the aggrieved person shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the chairman of the appropriate association committee.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4-GRIEVANCE PROCEDURES (cont'd)

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this section.

5-BOARD OF EDUCATION'S LEGAL PREROGATIVES

The right to manage the school system and to direct the personnel and operation of the schools, subject to the limitations of this Agreement, is exclusively vested in and retained by the Board. Furthermore, nothing in this Agreement shall be construed to diminish or remove from the Bloomfield Board of Education, the authority or responsibilities which are vested in it by New Jersey Revised Statutes Title 18A.

6-TERMS AND CONDITIONS OF EMPLOYMENT

A-1 Working Hours

All office personnel will be on duty from 8:00 A.M. to 4:00 P.M. during the days school is in session. All personnel will be entitled to a one-hour lunch period.

A-2 Vacation Policy

- A. All 42-week personnel will be entitled to the regular school vacations.
- B. All 44-week personnel will be entitled to the regular school vacations except the periods from the first day of September to the opening day of school and from the close of school in June until June 30.
- C. All 52-week personnel will be entitled to a fifteen (15) day vacation annually after completing one year of employment. Personnel who begin employment after July 1 will be entitled to a pro-rata portion of the annual vacation allowance. An additional vacation day will be allowed each employee after the completion of the 16th, 17th, 18th, and 19th year of service. Total vacation allowance would be as follows:

<u>Years of Service</u>	<u>Vacation Allowance (Days)</u>
16	16
17	17
18	18
19	19

- D. All 52-week personnel who have completed twenty (20) years of service with the Bloomfield Board of Education will be entitled to a twenty (20) day vacation for each fiscal year (July 1 to June 30).

OFFICE HOLIDAYS

1977- 1978

Twelve Month Personnel

(Classification A, C, D, and F)

July	4	Monday	Independence Day		Closed
September	5	Monday	Labor Day		Closed
October	10	Monday	Columbus Day		Closed
November	11	Friday	N.J.E.A. Convention		Closed
	23	Wednesday	Thanksgiving Recess	12:30	Closing
	24	Thursday	" "		Closed
	25	Friday	" "		Closed
December	23	Friday	Christmas Recess	12:30	Closing
	26	Monday	" "		Closed
January	2	Monday	" "		Closed
February	20	Monday	Winter Recess		Closed
March	24	Good Friday			Closed
April	21	Friday	Spring Recess		Closed
May	29	Monday	Memorial Day		Closed

Ten Month Personnel

Elementary Schools

(Classification H and I - 42 weeks)

Secretaries will report for duty on September 6, 1977 and work the regular school calendar.

Secondary Schools and Administration Building

(Classification B, E, G, & L-44 weeks)

Secretaries will report for duty on September 1, 1977 and work the regular school calendar until June 30, 1978.

8 - OFFICE PERSONNEL - CLASSIFICATION ASSIGNMENTS

<u>Classification</u>	<u>Position Title</u>	<u>Position Location</u>	<u>Number of Positions</u>
A	Office Manager	Senior High School	1
	Bookkeeper	Board of Education Office	1
	Payroll Bookkeeper	Board of Education Office	1
B	Office Manager	North Junior High School	1
	Office Manager	South Junior High School	1
C	* Secretary	Board of Education Office	2
	Secretary	High School Principal	1
D	* Secretary	Superintendent's Office	1
	Clerk-Typist	Board of Education Office	2
	Secretary	High School Guidance	1
	Secretary	Pupil Services	2
	Asst. Office Manager	Senior High School	1
	Secretary	Curriculum Office	1
E	Asst. Office Manager	North Junior High School	1
	Asst. Office Manager	South Junior High School	1
F	Secretary	Music & Bd. of Ed. Office	1
	Secretary	Senior High School	1
	Clerk-Typist	High School Office	1
	Switchboard & Receptionist	School Admin. Bldg.	1
	Clerk-Typist	Board of Education Office	1
	Clerk-Typist	Curriculum Office	1
G	Clerk- Typist	Pupil Services	1
	Clerk-Typist	Senior High School	2
	Clerk-Typist	High School Guidance	1
	Clerk-Typist	South Junior High School	2
	Clerk-Typist	North Junior High School	3
	Clerk-Typist	Senior High School	$\frac{1}{2}$
H	Elementary Secretary	Forest Glen School	1
		Oak View School	1
		Brookside School	1
		Watsessing School	1
		Franklin School	1
		Brookdale School	1
I	Elementary Secretary	Fairview, Carteret	2
		Demarest, Berkeley	2
L	Library Technician	Senior High School	2
		South Junior High School	1
		Elementary Schools	1
		Processing Center	1

* Confidential employees as per N.J.S.A. 34:13A-3 (g) as per decision rendered by the Executive Director of the Public Employment Relations Commission on 5/28/76. Although excluded from membership in BESA, these positions are paid on the basis of Board- BESA negotiated contract.

BOARD OF EDUCATION
Bloomfield, New Jersey

RESOLVED, that the following schedule shall be and hereby is adopted as a guide for the salaries of employees of the Board of Education, effective as to the Office Personnel, only upon recommendation of the Superintendent of Schools or Board Secretary, when said recommendations have been approved by the Board. The following guide shall not under any circumstances be considered as mandatory or binding upon the Board of Education or as entitling any employee to any salary therein mentioned unless and until the same has been specifically fixed by the Board of Education upon recommendation as aforesaid.

SALARY GUIDE FOR OFFICE PERSONNEL
ANNUAL SALARIES - EFFECTIVE JULY 1, 1977

Classification Work Year	A 52 wks	B 44 wks	C 52 wks	D 52 wks	E 44 wks	F 52 wks	G 44 wks	H 42 wks	I 42 wks	L 44 wks
1	\$7399	\$6012	\$6856	\$6774	\$5397	\$6402	\$5220	\$5321	\$5620	\$5314
2	7733	6251	7188	7104	5614	6682	5418	5529	5828	5523
3	8067	6490	7520	7434	5831	6962	5616	5737	6036	5732
4	8401	6729	7852	7764	6048	7242	5814	5945	6244	5941
5	8735	6968	8184	8094	6265	7522	6012	6153	6452	6150
6	9069	7207	8516	8424	6482	7802	6210	6361	6660	6359
7	9403	7446	8848	8754	6699	8082	6408	6569	6868	6568
8	9737	7685	9180	9084	6916	8362	6606	6777	7076	6777
9	10071	7924	9512	9414	7133	8642	6804	6985	7284	6986
10	10405	8163	9844	9744	7350	8922	7002	7193	7492	7195
11	10739	8402	10176	10074	7567	9202	7200	7401	7700	7404
12	11073	8641	10508	10404	7784	9762*	7398	7609	7908	7613
13	11407	8880	10840	11064*	8001		7794*	7817	8116	8031*
14	12075*	9119	11504*		8218			8233*	8532*	
15		9358			8652*					
16		9836*								
*Double Increment										
Yearly Increment	334	239	332	330	217	280	198	208	208	209

*Double Increment

Yearly Increment 334 239 332 330 217 280 198 208 208 208 209
 \$225 additional after 20 years of service Or at age 60 and further, \$225 additional after 25 years of service, and further \$225 additional after 30 years of service (as of 6/30/77 with at least 10 consecutive years of service in Bloomfield.)

10-RULES GOVERNING EMPLOYEE'S ABSENCES

A. Sick Leave

1. The Board will grant twelve (12) days of sick leave per year to each employee without deduction in pay, such leave being credited as of the first day of the school year. Unused sick leave in any year shall be allowed to accumulate.

Deduction of sick days allowable at the same rate may be made if the employee resigns or leaves before the completion of the school year.

2. In case of sick leave claimed, the Board may require a physician's certificate to be filed with the Secretary of the Board of Education.
3. Sick leave is hereby defined to mean the absence from his or her post of duty, of the employee because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

4. Terminal Leave

Payment for unused sick leave days upon retirement, effective July 1, 1977 and following three (3) months written notice to the Board of Education of intention to retire (excepting in cases of emergency with Board approval) office personnel will be paid one day for every four days of unused accumulated sick days at the substitute rate of pay of \$17.00 per day--maximum allowable accumulation--200 days. (Maximum total possible payment is \$850.00) Retirement for this purpose means to be eligible for a pension from the Board of Education Pension Fund of Essex County or having completed fifteen (15) years of service in the Bloomfield school district.

B. Extended Absence for Illness

When absence, under circumstances described above, exceeds the annual leave and the accumulated leave, the Board will consider each case on its individual merits.

C. Allowance for Absence Other than Personal Illness

This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for one year, and no unused days shall be accumulative for use in another year:

10-RULES GOVERNING EMPLOYEE'S ABSENCES (cont'd)

1. Death in the Immediate Family - An allowance of up to five days leave shall be granted.

Definition: Immediate Family shall include--Husband, wife, mother, mother-in-law, father, father-in-law, child, sister, brother, grandfather, grandmother, or anyone making his or her home with the family or anyone who actually stands in the position of a member of the immediate family to the employee.

2. Serious illness in the immediate family- An allowance of up to three days leave shall be granted. (Immediate family same as (1) above.)

3. Death of Relative of the Second Degree - An allowance of one day's leave shall be granted.

Definition: Uncle, aunt, niece, nephew, cousin or relative by marriage.

D. Other Emergencies of Personal Nature

An allowance of up to a total of three (3) days leave during a school year, with prior approval, by the Superintendent of Schools for the following reasons:

(The three (3) day allowance is the total leave for 1,2,3, and 4. It is not three days leave for each.)

1. Observance of a day of holy obligation (days on which the religious tenets of an employee's faith prohibits work).
2. Court Subpoena.
3. Marriage of employee
4. A personal day may be taken from the three days allowed in Section D, if a letter is submitted to the Superintendent of Schools, preferably in advance, stating that the day's leave was necessary for urgent personal reasons. This provision may be rescinded temporarily or permanently by the Board upon recommendation of the Superintendent if abuses are evident. This may be done by a letter to the Association giving thirty days notice.
5. Any other emergency or urgent reason not included in (1) to (3) above, if approved by the Superintendent of Schools or the Board of Education.

10-RULES GOVERNING EMPLOYEE'S ABSENCES (cont'd)

- E. An allowance of a total of one (1) day leave during a school year, with prior approval for the following:

(The one (1) day allowance is the total leave for 1,2,3,4, 5,6,7 and 10. It is not one day for each.)

1. Moving.
2. House Closing
3. Graduation of son, daughter, or spouse from college.
4. To receive a degree.
5. To take a special professional examination.
6. To enter a son or daughter into his or her first year of college, provided a formal request is made to the Superintendent at least one (1) week prior to the day requested.
7. To settle an estate
8. For paternity (2 days).
9. One (1) day will be allowed for both moving and house closing, if required.
10. Marriage of child.
11. Any other emergency or urgent reason not included in (1) to (9) above, if approved by the Superintendent of Schools or the Board of Education.

- F. For the protection of the employee and for the proper payroll accounting and audit, every absence for a half day or more must be accounted for on the regular Board of Education Employee's Absence Report.

11-MATERNITY LEAVE POLICY

Maternity leave will be granted in accordance with applicable New Jersey law.

The removal of any tenured or non-tenured employee from her duties should not be based solely on the fact of pregnancy of a specific number of months.

The removal of such an employee would be based on a noticeable decline in her performance, failure to produce certification from her physician concurred in by the Board's physician that she is medically able to continue her duties, or for any other just cause.

A tenured or non-tenured employee may apply to the Board for a leave of absence without pay and shall be granted that leave at any time before the expected date of birth and continuing to a specific date after the birth. Date of return may be further extended for proper cause. The Board of Education need not extend the leave of absence of a non-tenured employee beyond the end of the contract school year in which that leave is obtained.

A tenured or non-tenured employee may not be barred from returning except for lack of sufficient medical evidence of capability or because of failure to specify a date of return.

Similar leave provisions shall apply to any female employee under tenure adopting an infant child.

12-HEALTH-CARE INSURANCE PROGRAMS

- A. The Board of Education will pay the premium for each employee and his eligible dependents (full family coverage) who enrolls in the health-care insurance program provided by the Board of Education.
- B. Provisions of the health-care insurance program shall be detailed in master policies on file in the Board of Education office and in individual certificates issued to those employees who enroll. The provisions of the health-care insurance program shall include:
 - 1. Hospital room and board and miscellaneous covered charges.
 - 2. Out-patient benefits
 - 3. Laboratory fees, diagnostic expenses and therapy treatments.
 - 4. Maternity cost.

12-HEALTH-CARE INSURANCE PROGRAM (cont'd)

5. Surgical costs.
 6. Major Medical coverage.
- C. Any increase in health-care benefits provided for in the teachers' contract shall be extended to employees covered by this Agreement.

13-DEDUCTION FROM SALARY

Members may participate in tax sheltered annuity programs offered by the Variable Annuity Life Insurance Company (VALIC) or the Supplemental Annuity Collective Trust of the Division of Pensions of the State of New Jersey or a combination of the two programs. Each member desiring to participate in a tax sheltered annuity program will complete the necessary salary reduction agreement for the plan or plans desired. The maximum total salary reduction that a member may specify is the extent allowable under Section 403(b) and 415(c) of the Internal Revenue Code for all tax sheltered plans. Any salary agreement for the plan offered by the Variable Annuity Life Insurance Company must be filed with the Board of Education on or before June 30th each year. Salary reduction agreements and any changes thereto for the Supplemental Annuity Collective Trust Program will be filed with the Board of Education under the rules and regulations of the Division of Pensions of the State of New Jersey. It is each participating member's responsibility to maintain the necessary income tax records for either of these tax sheltered programs. The Board of Education is relieved of any responsibility after forwarding the monthly salary reduction monies to the Variable Annuity Life Insurance Company or to the Supplemental Annuity Collective Trust.

14-TEACHER SUBSTITUTE CALLING

Any change in the centralized teacher substitute calling service that would involve members of the unit outside of their regular working hours shall be negotiated before taking effect.

15-JOB POSTING

- A. The Board agrees to post notices in all school offices of job vacancies and new positions as they occur. A copy of said notice will be delivered to the Secretary of the Association at the time of posting.
- B. A ten (10) month employee wishing to be considered for a job vacancy which may occur during the summer shall so notify the Superintendent in writing on or before June 15. Said employees will be notified when such vacancies occur.

16-MISCELLANEOUS

- A. A committee of three representatives of each party shall meet upon request to discuss the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
 - 1. Each party shall submit to the other, in writing, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.
 - 2. All meetings between the parties shall be scheduled to take place at a mutually convenient time.
 - 3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and submitted to the Board and to the Association for consideration.
- B. This Agreement shall not be modified in whole or in part; nor shall additional items be added by the parties except by an amendment in writing approved by the Board and the Association.